

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
DEVELOPMENT COUNSELLORS INTL. LTD. (#1421)	ECIPS (Eastern Caribbean Investment Promotion Service)

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
See #5 and page 2 of attached contract.

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DEPT. OF JUSTICE  
CRIMINAL DIVISION  
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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

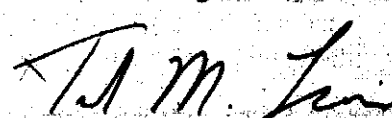
Promote investment for OECS countries; develop business leads; plan and expedite promotional event; train staff.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See #5 above.

Date of Exhibit B	Name and Title	Signature
6/22/88	Ted M. Levine, President	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

June 16 1988

Mr. Ted Levine  
Development Counsellors International  
220 Fifth Avenue  
New York, N.Y. 10001  
U.S.A.

Dear Mr. Levine:

ECIPS/DCI SERVICES CONTRACT

This Contract Letter confirms that Development Counsellors International ("Contractor") will perform for the Eastern Caribbean Investment Promotion Service ("ECIPS") the services set forth in the attached and incorporated Statement of Scope of Services and Schedule of Work (Annex 1).

This Contract takes effect on July 1, 1988 and terminates on November 30, 1988.

This Contract Letter, together with the following attached and incorporated annexes:

Annex 1: Statement of Scope of Services and  
Schedule of Work; (pages 1-3)

Annex 2: Budget and Cost Provisions; (pages 3-4)

Annex 3: Other Contract Provisions; (pages 5-13)

sets forth the entire and exclusive agreement between ECIPS and the Contractor, superseding all prior oral and written communication between the said two parties. It may not be modified in any manner or to any extent without a Change Agreement in writing between ECIPS and the Contractor. It shall be binding and inure to the benefit of permitted successors and assigns.

The signature below of your authorized representative will indicate acceptance of the terms of this Contract.

Very truly yours,

By: 

Swinburne A.S. Lestrade  
Executive Director, ECIPS

Accepted and agreed to by

by: 

Ted M. Levine, President  
Dev't Counsellors Int'l

this 16<sup>th</sup> day of JUN 8, 1988.

## ANNEX I

### STATEMENT OF SCOPE OF SERVICES AND SCHEDULE OF WORK

#### A. SCOPE OF SERVICES

The services to be provided by the Contractor under this Contract will consist of targeted publicity, company targeting lead generation, executing a special promotional event and staff capability development. These services will be carried out in a manner which is direct, hands-on and goal-oriented, and which takes into account the objectives and circumstances of the OECS countries.

##### 1. Targeted publicity

The Contractor will recommend and execute an optimal strategy for promoting the OECS countries in the United States, to include selective advertising, articles, media publicity, production of promotional literature, speaking engagements, and other means as appropriate. This service will include approximate promotional material. The service will provide a high level of quality exposure of the advantages of investing in the OECS countries and generate active inquiry.

##### 2. Company targeting and lead generation

By means of selective company targeting, the Contractors will assist ECIPS to make contact with a minimum of 100 solid leads which can in turn be transformed into investments and new job opportunities. This service will aim, over the period of the Contract, to generate leads in electronics, apparel, agro-industry, footwear, toys, and pharmaceuticals, taking into account trends in these industries and relevant circumstances of the OECS countries. Over the period of the Contract the Contractor will produce a minimum of twenty qualified hot investment prospects in active discussion stage and resulting over time, in country visits. These visits will be expected to result in a minimum of five new investments and a minimum of two hundred jobs. In addition, the Contractor will work with ECIPS staff to organize special presentations for targeted groups of investors, including investors on the ECIPS data base.

##### 3. Promotional event

The Contractor will work with ECIPS to organise one major promotional event (Probably October 25-28, 1988) to focus attention on the investment and trade potential of the OECS countries and to increase the number of serious investor leads. This event will involve a mission of pre-qualified OECS businessmen and government representatives meeting in New York with pre-qualified U.S. prospective investors discuss business possibilities.

##### 4. Staff development

In the execution of this Contract the Contractor will work closely with the staff of ECIPS with a view to increasing the investment promotion capability of the staff. At every stage the emphasis will be on practical results. Prior to completion of the Contract, the Contractor will transfer expertise and investor leads to ECIPS staff, and will produce a final report to the Executive Director documenting achievements and shortfalls and making recommendations regarding ECIPS' future strategy and activities.

## B. SCHEDULE OF WORK

To be completed by 31 July 1988:

Hold orientation meetings with client; agree contract objectives and modus operandi; agree company targeting strategy; arrange for press conference; prepare and disseminate inquiry-aimed press releases; develop top-level "hit list" and commence investor contact; make initial arrangements for October promotion; design promotional material; prepare special presentations program.

To be completed by 31 August 1988:

Convene press conference and arrange additional press interviews; continue to use "target industry" press releases; make strong personal contact with top 100 of "hit list" of potential pivotal investors, developers, advisors and middlemen; arrange initial visits to Caribbean by investor prospects; continue preparation for October promotion; commence special presentations program.

To be completed by 30 September 1988:

Carry out detailed follow-up on press conference to assure best results; carry out similar follow-up on press interviews and inquiry-aimed press releases; carry out intensive effort in meeting with prospects and prospect advisors; nail down details of October promotion; continue special presentations program.

To be completed by 31 October 1988:

Continue work on publicity and networking; give major emphasis to October promotion; make extensive personal contact with potential participants; arrange for ECIPS and private enterprise sales roles; arrange tie-ins with allies and potential allies, etc. Stage promotional event (probably October 25-28, 1988).

To be completed by 30 November 1988:

Actively follow-up October promotion to assure best results interest; continue activities in publicity and company targeting; continue special presentation program transfer expertise and leads to ECIPS; produce final report for discussion with Executive Director, with recommendations for future strategy and activities.

## ANNEX II

### BUDGET AND COST PROVISIONS

The maximum amount payable under this Contract is \$78,000 comprising:

1.	Company targeting	\$21,000
2.	Publicity	\$25,000
3.	Promotional event	\$25,000
4.	Contingency	\$ 7,000
Total		<u>\$78,000</u>

This total amount includes fees of \$65,925 for services to be delivered under the Contract plus \$12,000 as a provision for reimbursable expenses relating to the execution of the Contract, including materials production and distribution, communications and publicity. The total fee of \$65,925 will be based on the following schedule of fixed billing rates:

DCI STAFF	PER DIEM (*)	NO. OF DAYS	SUBTOTAL
T. Levine	\$265	25	\$11,925
C. Fraenkel	200	30.5	10,980
J. Eaton	200	89	32,040
M. Brown	200	30.5	10,980
Total			\$65,925

(\*) DCI daily rate is multiplied by a factor of 1.8 representing overheads and profits.

The persons identified above will be the DCI personnel associated with this Contract in the respective extents indicated. Any changes in DCI personnel associated with this Contract will have the prior approval of the Executive Director, ECIPS.

#### Payment method

Payment due to the Contractor under this Contract shall be made upon the Contractor's written monthly request accompanied by a detailed invoice indicating the number of days for which payment is being requested for each DCI staffperson and the cumulative payment received for each DCI staffperson. Overhead, fee, and reimbursement of direct expenses shall be included in the monthly invoice. Direct expenses for which reimbursement is being requested shall be presented in a detailed itemized listing. Supporting documentation, such as receipts, etc., will be maintained by the Contractor in accordance with the Section below titled "Audit and Records".

Payment of the final invoice shall be made within thirty days of the satisfactory completion of the services indicated under "Scope of Services."

Disputes arising from payment or non-payment which cannot be informally resolved will be handled in accordance with the procedures provided under the Section entitled "Disputes and Appeals".

#### Cost Provision

All reimbursable costs under this Contract shall be allowable, allocable, and reasonable as defined in AID Handbook 11, Country Contracting, Chapter 4, Cost Principles for Borrower/Grantee Contracts.

#### Audit and Records

A. The Contractor shall maintain books, records, documents, and other evidence and shall apply consistent accounting procedures and practices sufficient to reflect properly all transactions under or in connection with the contract. The foregoing constitutes "records" for the purpose of this clause.

B. The Contractor shall maintain such records during the contract term and for a period of three years after final payment. However, records which relate to appeals under the "Disputes and Appeals" clause or litigation or the settlement of claims arising out of the performance of this contract shall be retained until such appeals, litigation, or claims have been finally settled.

C. All records shall be subject to inspection and ordered by the Contracting Agency (or its authorized agents) at all reasonable times. The Contractor shall afford the Contracting Agency proper facilities for such inspection and audit.

## ANNEX III

### OTHER CONTRACT PROVISIONS

#### Assignment

A. The Contractor may not assign its obligation to perform under the Contract except with the prior written consent of the Contracting Agency and AID. The Contractor may not assign its right to receive payment under the Contract except with the prior written consent of both the Contracting Agency and AID.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision that the subcontractor agrees that the Contracting Agency or any of its authorized agents, shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any records of such subcontractor involving transactions related to the subcontract.

#### C. Legal effect of AID Approvals and Decisions

The parties hereto understand that the contract has reserved to AID certain rights such as, but not limited to approval of the terms of this contract, the Contractor, and any or all plans, reports, specifications, subcontracts, bid documents, drawings, or other documents related to this contract and the project of which it is part. The parties hereto further understand and agree that AID, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by AID to exercise or refrain from exercising those approval rights shall be made as a financier in the course of financing this project and shall not be construed as making AID a party to the contract. The parties hereto understand and agree that AID may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the project with the parties jointly or separately, without thereby incurring any responsibility or liability to the parties jointly or to any of them. Any approval (or failure to disapprove) by AID shall not bar the Government or AID from asserting any right, or relieve the Contractor of any liability which the Contractor might otherwise have to the Government or AID.

#### Air Travel and Transportation

A. The Contractor shall be reimbursed for the costs of economy class commercially scheduled air travel approved as necessary for the proper execution of the contract.

Per diem during such travel shall be paid in accordance with AID regulations.

#### B. Use of U.S. Flag Air Carriers

(1) The Contractor shall utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carrier is available, in accordance with the following criteria:

(a) If a U.S. Flag air carrier cannot provide the international air transportation needed, or if the use of a non-U.S. flag carrier is approved by AID in order to accomplish the Agency's mission, foreign-flag air carrier service may be deemed necessary.

b) Passenger or freight service by a U.S. flag air carrier is considered available even though:

i) Comparable or different kind of service can be provided at less cost by a foreign-flag air carrier;

(ii) Foreign-flag air carrier service is preferred by, or is more convenient for, the Contractor or traveler;

(iii) Service by a foreign-flag air carrier can be paid for in excess foreign currency (unless U.S.-flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies).

(c) Except as provided in paragraph (a) above, U.S.-flag air carrier service shall be used for commercial foreign air travel under this contract if service provided by U.S.-flag air carriers is available. In determining availability of a U.S.-flag air carrier, the following scheduling principles shall be followed unless their application would result in the last or first leg of travel to or from the United States being performed by a foreign-flag air carrier.

(i) U.S.-flag air carrier service available at point of origin shall be used to destination, or in the absence of direct or through service, to the farthest interchange point on a usually traveled route.

(iii) When a U.S.-flag air carrier involuntarily reroutes the traveler via a foreign-flag air carrier, the foreign flag air carrier may be used notwithstanding the availability alternative U.S.-flag air carrier service.

(d) For travel between a gateway airport in the United States and a gateway airport abroad, passenger service by U.S.-flag air carrier shall not be considered available if:

(i) The gateway airport abroad is the traveller's origin or destination airport and the use of U.S.-flag air carrier service would extend the time in travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by a foreign-flag air carrier; or

(ii) The gateway airport abroad is an interchange point and the use of U.S.-flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or if delayed departure from, or accelerated arrival at, the gateway airport in the United States would extend time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

(e) For travel between two points outside the United States, the rules in paragraphs (a), (b), and (c) shall be applicable, but passenger service by a U.S.-flag air carrier shall not be considered to be available if:

(i) Travel by a foreign-flag air carrier could eliminate two or more aircraft changes en route;



(ii) One of the two points abroad is the gateway airport en route to or from the United States and the use of a U.S.-flag air carrier would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier, including accelerated arrival at the overseas destination or delayed departure from the overseas origin, as well as delay at the gateway airport or other interchange point abroad; or

(iii) The travel is not part of the trip to or from the United States and the use of a U.S.-flag air carrier would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier including delay at origin, delay en route, and accelerated arrival at destination.

(f) For all short-distance travel under either paragraph (d) or paragraph (e) above, U.S. air carrier service shall not be considered available when the elapsed travel time on a scheduled flight from origin to destination airport by foreign-flag air carrier is three hours or less and service by a U.S.-flag air carrier would involve twice such travel time.

(2) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, it will include a certification on vouchers involving such transportation which is essentially as follows:

#### CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by U.S.-flag air carrier was unavailable for the following reasons:  
[State Reasons]

(3) If travel is by indirect route or the traveller otherwise fails to use available U.S.-flag air carrier service, and the certification required by paragraph (2.) above is not attached to the applicable voucher, AID will not finance the amount determined under the following formula:

Sum of U.S.-flag carrier segment mileage authorized  
Fare payable by Sum of all segment mileage authorized  
Government

MINUS

Sum of U.S.-flag carrier segment mileage  
travelled X Through fare Sum of all segment mileage  
travelled paid

(4) The terms used in this clause have the following meanings:

(a) "Gateway airport abroad" means the airport from which the traveller last embarks en route to the United States or at which the traveler first debarks incident to travel from the United States.

(b) "Gateway airport in the United States" means the last U.S. airport from which the traveller's flight departs or the first U.S. airport at which the traveller's flight arrives.

(c) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

(d) "U.S.-flag air carrier" means an air carrier holding a certificate under section 401 of the U.S. Federal Aviation Act of 1958 (49 U.S.C. 1371).

(5) The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase order hereunder, which may involve international air transportation.

### 3. Amendments

Modification of the terms of this contract shall be made by amendment signed by the parties. Any amendments, including letter amendments, which increase the contract amount or extend the completion date of the contract must be approved by AID.

### 4. Disputes and Appeals

A. In the event of a disagreement under this contract, the Contractor shall submit a written statement to the Contracting Agency, briefly describing the nature of the problem, the position of the Contractor regarding the issue and a narrative of facts in support of the Contractor's position.

B. Within ten (10) days after receipt of the Contracting Agency's decision or the date such decision was due, the Contractor may submit to the Contracting Agency a written Notice of Appeal including a detailed description of the facts of the dispute with the dates of events, names of persons involved, references to documentation bearing on the matter (with copies attached), the relevant contract provision(s), the Contractor's contentions and conclusions, and a statement of why the Contracting Agency's decision is being questioned.

C. Within thirty (30) days after receipt of the Contracting Agency's decision or the date such decision was due, the Contractor may submit to the Contracting Agency a written notice of Appeal including a detailed description of the facts of the dispute with the dates of events, names of persons involved, references to documentation bearing on the matter (with copies attached), the relevant contract provision(s), the Contractor's contentions and conclusions, and a statement of why the Contracting Agency's decision is being questioned.

D. If within thirty (30) days after delivery of a Notice of Appeal, the parties cannot mutually agree to a satisfactory settlement, the matter shall be presented for arbitration following the rules of the International Chamber of Commerce.

[Use the following paragraphs E., and F., if the rules of the International Chamber of Commerce or other arbitration procedures are not referenced:

E. Within thirty (30) days after delivery of a Notice of Appeal, each party shall appoint a member to the three person panel. The two members so appointed shall within ten (10) days agree upon a third member who shall chair the panel. If the panel is not fully constituted within twenty (20) days, either party may apply to a court of competent jurisdiction. Such court may fill the vacancy and, in its discretion, charge all costs of the court proceeding to the other party.

F. The panel shall examine the claims and all documentation or witnesses offered in support of the positions of the parties and shall resolve the issue by a written decision which may include a monetary award (but not a penalty), as appropriate.

G. Judgement upon the award rendered may be entered in any court having jurisdiction or application maybe made to such court for a judicial acceptance of the award and an order or enforcement].

#### 5. Termination by the Contracting Agency for Default

A. The performance of work under the contract may be terminated by the Contracting Agency in whole, or from time to time in part, in accordance with this clause, whenever the Contractor defaults in performance of this contract and shall fail to cure such default within a period of ten (10) days (or such longer period as the Contracting Agency may allow) after receipt from the Contracting Agency of a written notice specifying the default. For the purposes of this clause, "default" means:

- (1) Failure to perform the work within the time(s) specified or any extension thereof, or
- (2) Failure to perform any of the other provisions of this contract, or
- (3) Failure to prosecute the work so as to endanger performance of this contract in accordance with its terms.

B. Termination shall be effected by a Notice of Termination to the Contractor specifying that termination is for the default of the Contractor, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective

C. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Agency, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified sin the Notice of Termination; and place no further orders or subcontracts except as may be necessary for completion of the portion of the work under the contract which is not terminated;

(2) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(3) Assign to the Contracting Agency as it may direct, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Contracting Agency shall have the right to settle or pay any claims arising out of the termination of such orders and subcontracts;

(4) With the approval or ratification of the Contracting Agency, to the extent the Contracting Agency may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part in accordance with the provisions of this contract;

(5) Transfer title to the Contracting Officer and deliver as directed by the Contracting Agency, the completed or partially completed plans, drawings, information, and other property which would be required to be furnished to the Contracting Agency under the contract except that this requirement shall not apply to goods for which the Contractor has not been reimbursed;

(6) Complete performance of the part of the work which has not been terminated by the Notice of Termination; and

(7) Take such action as may be necessary for the protection of the property related to this contract which is in the possession of the Contractor and to which the Contracting Agency has title.

D. The Contractor shall submit to the Contracting Agency its written claim promptly but not later than three (3) months from the effective date of termination, except as the Contracting Agency may agree in writing.

E. The Contractor and the Contracting Agency shall consult within thirty (30) days of the submission of the claim concerning the whole or any part of the amount to be paid (including any allowance for the fee) to the Contractor by reason of the termination of work. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

F. If the Contractor and the Contracting Agency fail to agree to the amounts to be paid to the Contractor pursuant to this clause, the Contracting Agency shall pay the amount, if any, it determines to be due the Contractor considering:

(1) Costs and expenses reimbursable in accordance with this contract, not previously paid, for the performance of this contract prior to the effective date of the Notice of Termination, and such costs as may continue for a reasonable time thereafter with approval of or as directed by the Contracting Agency.

(2) The cost incurred by the Contractor in settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portion of the contract. Any amount for preparation of the Contractor's settlement claim shall not be included.

G. In deciding the amount due the Contractor, all unliquidated advance or other payments made to the Contractor applicable to the terminated portion of this contract; all settled claims which the Contracting Agency may have against the Contractor in connection with this contract; and the agreed price for, or the proceeds of sale of property acquired by the Contractor or sold and not otherwise recovered by or credited to the Contracting Agency, shall be deducted.

H. If the total payments in connection with the terminated portion of the contract exceeds the amount determined to be due under this clause, such excess shall be payable by the Contractor to the Contracting Agency upon demand, together with interest computed at the rate of ten percent per annum, for the period from the date on which such excess is repaid to the Contracting Agency.

I. Any disagreement regarding termination amounts or procedures shall be settled under the clause of this contract entitled "Disputes and Appeals".

6. Termination by the Contracting Agency for Convenience.

A. The performance of work under the contract may be terminated by the Contracting Agency in whole, or from time to time in part, in accordance with this clause whenever the Contracting Agency shall determine that such termination is in the best interest of the Contracting Agency.

B. Termination shall be effected by a Notice of Termination to the Contractor, specifying that termination is for the convenience of the Contracting Agency, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

C. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Agency, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination; and place no further orders or subcontracts except as may be necessary for completion of the portion of the work under the contract which is not terminated;

(2) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(3) Assign to the Contracting Agency as it may direct, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Contracting Agency shall have the right to settle or pay any claims arising out of the termination of such orders and subcontracts;

(4) With the approval of ratification of the Contracting Agency, to the extent the Contracting Agency may require, which approval or ratification shall be final and conclusive for all; purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part in accordance with the provisions of this contract;

(5) Transfer title to the Contracting Agency and deliver as directed by the Contracting Agency, the completed or partially completed plans, drawings, information, and other property which would be required to be furnished to the Contracting Agency under the contract except that this requirement shall not apply to goods for which the Contractor has not been reimbursed;

(6) Complete performance of the part of the work which has not been terminated by the Notice of Termination; and

(7) Take such action as may be necessary for the protection of the property related to this contract which is in the possession of the Contractor and to which the Contracting Agency has title.

D. The Contractor shall submit to the Contracting Agency its written claim promptly but not later than three months from the effective date of termination, except as the Contracting Agency shall consult within thirty (30) days of the submission of the claim concerning the whole or any part of the amount to be paid (including any allowance for the fee) to the Contractor by reason of the termination of work. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

F. If the Contractor and the Contracting Agency fail to agree to the amounts to be paid to the Contractor pursuant to this clause, the Contracting Agency shall pay the amount, if any, it determines to be due the Contractor considering:

(1.) Costs and expenses reimbursable in accordance with this contract, not previously paid, for the performance of this contract prior to the effective date of the Notice of Termination, and such costs as may continue for a reasonable time thereafter with approval of or as directed by the Contracting Agency;

(2.) The cost incurred by the Contractor in settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portion of the contract;

(3.) The reasonable costs of the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and/or the termination and settlement of subcontractors' termination claims, and fee payments previously made are not included.

(4.) The percentage of the total fee proportionate to the percentage of the work completed prior to termination related to the estimated cost of the contract. Subcontractor effort included in subcontractors' termination claims, and fee payments previously made are not included.

G. In deciding the amount due the Contractor, all unliquidated advance or other payments made to the Contractor applicable to the terminated portion of this contract; all settled claims which the Contracting Agency may have against the Contractor in connection with this contract; and the agreed price for, or the proceeds of sale of property acquired by the Contractor or sold and not otherwise recovered by or credited to the Contracting Agency, shall be deducted.

H. If the total of payments in connection with the terminated portion of the contract exceeds the amount determined to be due under this clause, such excess shall be payable by the Contractor to the Contracting Agency upon demand, together with interest computed at the rate of ten percent per annum, for the period from the date such excess payment was received by the Contractor to the date on which such excess was repaid to the Contracting Agency.

I. Any disagreement regarding termination amounts or procedures shall be settled under the clause of this contract entitled "Disputes and Appeals."

7. Equal Employment Opportunity The Contractor will not discriminate in the recruitment or employment conditions of personnel hired in the United States because of race, religion, sex, or national origin.